

# **Exhibit Q**

## **Part 2**

1 (e) Prior to the Company's annual meeting for 2009, the Company shall amend  
2 its bylaws to provide that all director nominees must receive the affirmative vote of a majority of  
3 votes cast in order to be elected or re-elected.

4 **Directors**

5 **E. Director Independence**

6 At least three quarters of the members of the Board shall be "independent directors," as  
7 defined below.

8 (a) No director shall qualify as "independent" unless the Board affirmatively  
9 determines that the director has no material relationship with the Company (either directly or as a  
10 partner, shareholder or officer of an organization that has a relationship with the Company). The  
11 Company must identify which directors are independent and disclose the basis for that  
12 determination.

13 (b) A director is not independent if:

14 (i) The director is, or has been within the last three years, an employee of  
15 the Company, or an immediate family member (as defined by NYSE or other applicable exchange  
16 rules) is, or has been within the last three years, an executive officer of the Company.

17 (ii) The director has received, or has an immediate family member who  
18 has received, during any twelve-month period within the last three years, more than \$100,000 in  
19 direct compensation from the Company, other than director and committee compensation (e.g., fees  
20 and equity awards) and pension or other forms of deferred compensation for prior service.

21 (iii) (A) The director or an immediate family member is a current partner  
22 of a firm that is the Company's internal or external auditor; (B) the director is a current employee of  
23 such a firm; (C) the director has an immediate family member who is a current employee of such a  
24 firm and who participates in the firm's audit, assurance or tax compliance (but not tax planning)  
25 practice; or (D) the director or an immediate family member was within the last three years (but is no  
26 longer) a partner or employee of such a firm and personally worked on the Company's audit within  
27 that time.

(iv) The director or an immediate family member is, or has been within the last three years, employed as an executive officer of another company where any of the Company's present executive officers at the same time serves or served on that company's compensation committee.

(v) The director is a current employee, or an immediate family member is a current executive officer, of a company that has made payments to, or received payments from, the Company or property or services in an amount which, in any of the last three fiscal years, exceeds the greater of \$1 million, or 2% of such other company's consolidated gross revenues.

(c) Independent directors shall be limited to serving on the boards of no more than five public companies, including the Company, unless the other independent directors consent.

#### **F. Director Stock Ownership**

The Company shall retain a compensation consultant to advise the Board as to best practices regarding share ownership guidelines for its directors that are designed to align the interests of the Board with those of shareholders, taking into account share ownership guidelines to ensure that Board members have a sufficient stake in the Company to share in the financial fortunes of shareholders, while also considering the appropriate financial planning and needs of individual directors. The Board shall reassess the Company's share ownership guidelines periodically.

#### **G. Meetings in Executive Session**

At each meeting of the Board, the Board shall hold an executive session at which employee directors are not present.

#### **H. Lead Independent Director**

In the event that the Company does not have a non-Executive Chairman of the Board, the independent members of the Board shall elect an independent director by secret ballot to act in a lead capacity to coordinate the other independent directors, as described below. The holder of the Lead Director position shall rotate at least once every five (5) years (with that period beginning as of the Effective Date of this agreement). The Lead Director shall be responsible for coordinating the activities of the independent directors. In addition to the duties of all Board members (which shall not be limited or diminished by the Lead Director's role), the specific responsibilities of the Lead

Director are to advise the Chairman of the Board to undertake, or otherwise undertake, the following:

(a) determine an appropriate schedule of Board meetings, seeking to ensure that the independent directors can perform their duties responsibly while not interfering with the flow of the Company's operations;

(b) prepare agendas for the Board and Committee meetings, and request Committee Chairpersons similarly prepare agendas for their Committee meetings;

(c) assess the quality, quantity, and timeliness of the flow of information from the Company's management that is necessary for the independent directors to effectively and responsibly perform their duties, including, as appropriate, specific requests of the Company's management for the inclusion of certain materials for the Board;

(d) review the retention of consultants who report directly to the Board;

(e) ensure that the Governance and Nominations Committee oversees compliance with and implementation of the Company's corporate governance policies and ensures that the Chairman of the Governance and Nominations Committee oversees the process to recommend revisions to the Company's corporate governance policies;

(f) ensure that the Audit Committee oversees compliance with an implementation of the Company's Accounting, Internal Audit and Independent Audit policies and procedures and ensures that the Audit Committee chair is qualified to, and properly discharges his or her duties with respect thereto;

(g) coordinate, develop the agenda for, and moderate executive sessions of the Board's independent directors, and act as principal liaison between the independent directors and the Chairman of the Board and/or Chief Executive Officer on sensitive issues;

(h) evaluate, along with the members of the Compensation Committee and the full Board, the Chief Executive Officer's performance and meet with the Chief Executive Officer to discuss the Board's evaluation; and

(i) the Lead Director shall have the authority to retain such counsel or consultants as the Lead Director deems necessary to perform his or her responsibilities.

1           **I.       Internal Audit Function**

2           The Company shall continue to maintain an internal audit function or outsource an internal  
3 audit function. The Internal Auditor Director, who shall be appointed by the Board or the Audit  
4 Committee and who will report to the Audit Committee at least quarterly, shall monitor the  
5 Company's compliance with the internal control environment, and have such other responsibilities as  
6 directed by the Audit Committee. The Internal Auditor Director shall be responsible for devising an  
7 Internal Audit Plan for each fiscal year which will be presented to and approved by the Audit  
8 Committee of the Board. The Internal Audit Plan shall include assessment of the internal control  
9 environment in order to ensure that appropriate financial reporting procedures are in place and being  
10 followed by the Company's employees. Appropriate Company operations, as dictated by the  
11 Internal Audit Plan, shall be subject to an internal audit review each year. A written report shall be  
12 prepared for each internal audit performed describing the internal audit's findings, opinions and  
13 recommendations, if any. As appropriate, after review and comment from potentially impacted  
14 operational departments, these written reports (together with any response from potentially affected  
15 departments) shall be directed to the Audit Committee.

16           **Responsible Corporate Practices**

17           **J.       Insider Trading Controls**

18           The General Counsel of the Company shall be appointed as the Insider Trading Compliance  
19 Officer, responsible for ensuring compliance with the Company's insider trading and confidentiality  
20 policy. The Company has adopted, and the Insider Trading Compliance Officer (or a committee  
21 consisting of two of the Company's Chief Financial Officer, the Company's General Counsel and  
22 outside counsel) shall be responsible for monitoring and updating (with Board involvement and  
23 approval), a comprehensive program (the "Trading Compliance Program") designed to ensure  
24 compliance with the Company's trading policies. The Insider Trading Compliance Officer will be  
25 responsible for direct oversight of the Trading Compliance Program and members of the Board will  
26 have direct access to the Insider Trading Compliance Officer, including the opportunity to meet with  
27 such officer outside the presence of any other member of management. In addition to the above:  
28

1 (a) The Insider Trading Compliance Officer shall be responsible for pre-clearing  
2 all transactions by the Company's directors or those employees subject to Section 16 of the  
3 Securities Exchange Act (other than transactions pursuant to pre-approved 10b5-1 plans).

4 (b) The Company will take reasonable steps to ensure that all directors and  
5 officers timely file all trading forms required by the SEC to be filed by them concerning trading by  
6 directors, officers, and executive employees of the Company.

7 (c) Failure to comply with the Company's trading policy will result in appropriate  
8 sanctions, including potential disgorgement by the individual to the Company of all profits from the  
9 transaction, termination, or other appropriate disciplinary action as determined by the Board.

10 (d) The Company's trading policy shall prohibit any corporate officer or director  
11 from, directly or indirectly, "short-selling" the Company's stock, purchasing a put option on the  
12 Company's stock or selling a call option on the Company's stock.

13 (e) The Company's trading policy shall contain a trading window provision that  
14 prohibits directors, officers and certain other employees from engaging in transactions involving the  
15 Company's stock from the period beginning on the 15th day of the last month of each fiscal quarter  
16 and ending two trading days following the date of public disclosure of the financial results for that  
17 quarter.

18 **K. Policy Regarding Forfeiture of Bonuses and Profits from Stock Sales**

19 The Board shall implement a policy requiring the Company to seek disgorgement to the  
20 Company certain bonus payments and profits under the following circumstances:

21 (a) If the Company is required to prepare an accounting restatement on an interim  
22 or annual financial statement included in a report on Form 10-Q or Form 10-K, and there is a finding  
23 by a majority of the members of the Board at the time of the Restatement that restatement was due to  
24 gross recklessness or intentional misconduct of a responsible Chief Executive Officer or Chief  
25 Financial Officer causing material noncompliance with any financial reporting requirement under the  
26 federal securities laws; and

27 (b) Upon a finding by a majority of the members of the Board described in  
28 Section K(a) above, the Company shall seek disgorgement of any portion of the bonus or other

1 incentive-based or equity-based compensation related to such accounting restatement received by the  
2 responsible Chief Executive Officer or Chief Financial Officer from the Company during the 12-  
3 month period following the first public issuance or filing with the SEC (whichever first occurs) of  
4 the financial document embodying such error due to the gross recklessness or intentional misconduct  
5 of the responsible executive officer.

6 **L. Corporate Ethics, Honesty and Legal Compliance**

7 The Company shall maintain its Ethics First policy and otherwise comply with the corporate  
8 ethics requirements of the NYSE (or such other nationally recognized exchange, if applicable) and  
9 rules and regulations promulgated by the SEC.

10 **M. Shareholder Proposals**

11 The Company shall comply with applicable federal proxy rules and the laws of the State of  
12 Delaware regarding shareholder proposals.

13 **N. Attendance at Shareholder Meetings**

14 Each member of the Board shall be encouraged to attend each annual shareholder meeting in  
15 person.

16 **IV. THE STANDARDS FOR PRELIMINARY APPROVAL OF A  
17 DERIVATIVE SETTLEMENT**

18 There is a strong policy favoring compromises that resolve litigation, "particularly in class  
19 actions and other complex cases where substantial judicial resources can be conserved by avoiding  
20 formal litigation." *In re GMC Pick-Up Truck Fuel Tank Prods. Liab. Litig.*, 55 F.3d 768, 784 (3d  
21 Cir. 1995). The "[s]ettlements of shareholder derivative actions are particularly favored because  
22 such litigation "is notoriously difficult and unpredictable." *Cohn v. Nelson*, 375 F. Supp. 2d 844,  
23 852 (E.D. Mo. 2005) (citations omitted).

24 Federal Rule of Civil Procedure 23.1 governs a district court's analysis of the fairness of a  
25 settlement of a shareholder derivative action. *Wiener v. Roth*, 791 F.2d 661 (8th Cir. 1986). Under  
26 Rule 23.1, a derivative action "may be settled, voluntarily dismissed, or compromised only with the  
27 court's approval. Notice of a proposed settlement, voluntary dismissal, or compromise must be  
28 given to shareholders or members in the manner that the court orders." Fed. R. Civ. P. 23.1(c).

The Ninth Circuit has provided factors which may be considered in evaluating the fairness of a class action settlement:

The district court's ultimate determination will necessarily involve a balancing of several factors which may include, among others, some or all of the following: the strength of plaintiffs' case; the risk, expense, complexity, and likely duration of further litigation; the risk of maintaining class action status throughout the trial; the amount offered in settlement; the extent of discovery completed, and the stage of the proceedings; the experience and views of counsel; the presence of a governmental participant; and the reaction of the class members to the proposed settlement.

*Officers for Justice v. Civil Serv. Comm'n*, 688 F.2d 615, 625 (9th Cir. 1982) (citations omitted).

*Accord Torrasi v. Tucson Elec. Power Co.*, 8 F.3d 1370, 1375 (9th Cir. 1993).

The district court must exercise "sound discretion" in approving a settlement. *Ellis v. Naval Air Rework Facility*, 87 F.R.D. 15, 18 (N.D. Cal. 1980), *aff'd*, 661 F.2d 939 (9th Cir. 1981); *Torrasi*, 8 F.3d at 1375. Therefore, in exercising its discretion, "the court's intrusion upon what is otherwise a private consensual agreement negotiated between the parties to a lawsuit must be limited to the extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a whole, is fair, reasonable and adequate to all concerned." *Officers for Justice*, 688 F.2d at 625. The Ninth Circuit defines the limits of the inquiry to be made by the court in the following manner:

Therefore, the settlement or fairness hearing is not to be turned into a trial or rehearsal for trial on the merits. Neither the trial court nor this court is to reach any ultimate conclusions on the contested issues of fact and law which underlie the merits of the dispute, for it is the very uncertainty of outcome in litigation and avoidance of wasteful and expensive litigation that induce consensual settlements. The proposed settlement is not to be judged against a hypothetical or speculative measure of what *might* have been achieved by the negotiators.

*Id.* (emphasis in original).

#### **V. THE SETTLEMENT SHOULD BE PRELIMINARILY APPROVED AND ULTIMATELY FINALLY APPROVED AFTER NOTICE TO MCAFEE SHAREHOLDERS**

At the Settlement Hearing, the Court will have before it detailed papers submitted in support of the proposed Settlement and will be asked to make a determination as to whether the Settlement is fair, reasonable and adequate and in the best interest of those whose claims will be extinguished. At this juncture, however, the parties request only that the Court grant preliminary approval of the Settlement. To grant preliminary approval, the Court need only conclude that a settlement of the



1 claims against the Settling Defendants on the agreed upon terms is within the range of possible  
2 approval in order to preliminarily approve the Settlement for the purposes of providing notice and  
3 holding a future fairness hearing.<sup>4</sup> Federal Plaintiffs respectfully submit that this Court may easily  
4 find that the Settlement is “within the range of possible approval.” *See In re Juniper Networks*  
5 *Derivative Litig.*, No. 5:06-cv-03396-JW, slip op. (N.D. Cal. Sept. 8, 2008) (granting preliminary  
6 approval of \$22.6 million settlement consisting of stock option repricing and cancellation and  
7 corporate governance); *see also In re Activision, Inc. S’holder Derivative Litig.*, No. CV-06-04771-  
8 MRP, slip op. (C.D. Cal. July 21, 2008) (granting final approval of \$24.3 million settlement  
9 consisting of stock option repricings and cancellations and corporate governance enhancements).  
10 *See* Exs. A and B to Declaration of Jeffrey D. Light in Support of Motion for Preliminary Approval  
11 of Derivative Settlement (“Light Decl.”), submitted herewith.

12 Here, the Settlement was reached after extensive arm’s-length negotiations between and  
13 among counsel for the Plaintiffs in Actions, the individual defendants (other than Samenuk, Roberts  
14 and Weiss), McAfee, and the Special Committee, provides substantial benefits to the Company and  
15 its shareholders while eliminating the expense, risk and delay inherent in such complex litigation,  
16 including the very real risk of no recovery. *See* Declaration of Charles J. Robel In Support of  
17 Motion to Approve Settlement (“Robel Decl.”), at ¶¶5-6, 12-13.

18 The McAfee Board of Directors approved the Settlement, concluding the settlement of the  
19 Actions under the terms set forth in the Stipulation is in the best interest of the Company, and  
20

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21  
22 <sup>4</sup> As the *Manual for Complex Litigation* explains:

23 If the preliminary evaluation of the proposed settlement does not disclose  
24 grounds to doubt its fairness or other obvious deficiencies, such as unduly  
25 preferential treatment of class representatives or of segments of the class, or  
26 excessive compensation for attorneys, and appears to fall within the range of possible  
approval, the court should direct that notice under Rule 23(e) be given to the class  
members of a formal fairness hearing, at which arguments and evidence may be  
presented in support of and in opposition to the settlement.

27 *Manual for Complex Litigation* §30.41, at 237 (3d ed. 1995).  
28

1 confers a substantial benefit to McAfee. *See* Robel Decl., ¶6 (“The Board agrees that the Settlement  
2 and each of its terms are in best interests of McAfee.”).<sup>5</sup>

3 Federal Plaintiffs respectfully submit that the Settlement is an excellent result for McAfee  
4 and its shareholders. In connection with the settlement of the Actions, McAfee shall adopt a series  
5 of significant industry-leading corporate governance enhancements specifically designed to address  
6 the governance shortcomings that Plaintiffs alleged contributed to the climate that gave rise to the  
7 option backdating alleged in the Actions. In addition, the Settlement includes a direct financial  
8 benefit to McAfee with an intrinsic value of approximately \$30 million, based on the cancellation of  
9 over 1.7 million options held by certain defendants whom Plaintiffs alleged granted and/or received  
10 backdated stock option awards. The Settlement further provides for the assignment to McAfee of  
11 claims against defendants Samenuk, Roberts and Weiss which will not be released and may be  
12 pursued by McAfee, and thus may yield further value for the Company.

13 McAfee acknowledge that the Plaintiffs and their counsel were a material factor in obtaining  
14 substantial benefits for the Company that are described above and in the Stipulation, ¶3.1. As  
15 corporate debacles such as Enron, Tyco and WorldCom demonstrate, strong corporate governance is  
16 fundamental to a corporation’s economic well-being and success. Indeed, “Courts have recognized  
17 that corporate governance reforms such as those achieved here provide valuable benefits to public  
18 companies.” *Cohn*, 375 F. Supp. 2d at 853 (citing cases).

19 Moreover, reference to some of the factors considered by courts in granting final approval of  
20 derivative and class action settlements lends support to the parties’ belief that the proposed  
21 Settlement is within the range of possible approval. In determining whether a settlement is fair,  
22 courts focus on whether the settlement was reached as a result of good faith bargaining at arm’s  
23 length without collision. *See In re Jiffy Lube Sec. Litig.*, 927 F.2d 155, 159 (4th Cir. 1991). As  
24 discussed above, the Settlement was extensively negotiated between experienced counsel with a firm

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26 <sup>5</sup> In the absence of a disabling conflict of interest and/or good faith, exercise of business  
27 judgment by directors traditionally are afforded significant deference by the court. *See Zapata Corp.*  
28 *v. Maldonado*, 430 A.2d 779 (Del. 1981).

1 understanding of the strengths and weaknesses of the claims and defenses asserted, is the product of  
2 significant give and take by the settling parties, and was only reached after extensive negotiations  
3 between counsel for the Plaintiffs, the individual defendants, McAfee and the Special Committee  
4 with the substantial assistance of Judge Phillips.

5 An evaluation of the benefits of settlement must also be tempered by a recognition that any  
6 compromise involves concessions on the part of all of the settling parties. Indeed, "the very essence  
7 of a settlement is compromise, 'a yielding of absolutes and an abandoning of highest hopes.'" *Officers for Justice*, 688 F.2d at 624 (citations omitted). Although Federal Plaintiffs believe that the  
8 claims asserted in the litigation were meritorious, liability was by no means a foregone conclusion.  
9 Had Federal Plaintiffs continued to litigate, there was a risk that they would not have been successful  
10 on defendants' attacks on the pleadings, a potential motion to terminate by a Special Litigation  
11 Committee, and other pre-trial motions designed to eliminate or curtail Federal Plaintiffs' claims.

12 Even if Federal Plaintiffs were successful and survived defendants' attacks, continued  
13 litigation would be extremely complex, costly and of substantial duration. Document discovery  
14 would need to be completed, depositions would need to be taken, experts would need to be  
15 designated and expert discovery conducted, defendants' expected motions for summary judgment  
16 would have to be briefed and argued and a trial would have to be held. Indeed, significant risks  
17 remained in getting past defendants' motions for summary judgment and obtaining a favorable  
18 judgment after trial. Even if liability was established, the amount of recoverable damages would still  
19 have posed significant issues and would have been subject to further litigation. The Settlement  
20 eliminates these and other risks of continued litigation, including the very real risk of no recovery  
21 after several more years of litigation, while providing McAfee and its shareholders substantial  
22 benefits. *See Officers for Justice*, 688 F.2d at 625. Indeed, the Ninth Circuit in affirming the district  
23 court's approval of settlement of a derivative action noted that the "odds of winning [a] derivative  
24 lawsuit [are] extremely small" because "derivative lawsuits are rarely successful." *In re Pac. Enters.*  
25 *Sec. Litig.*, 47 F.3d 373, 378 (9th Cir. 1995).

26 It is also clear that even a victory at trial is no guarantee that the judgment would ultimately  
27 be sustained on appeal or by the trial court. For example, recently in *In re Apollo Group, Inc. Sec.*  
28

1 *Litig.*, No. CV 04-2147-PHX-JAT, 2008 U.S. Dist. LEXIS 61995 (D. Ariz. Aug. 4, 2008), the court  
2 on a motion for judgment as matter of law, overturned a jury verdict of \$277 million in favor of  
3 shareholders based on insufficient evidence presented at trial to establish loss causation. Add to  
4 these post-trial and appellate risks, the difficulty and unpredictability of a lengthy and complex trial  
5 – where witnesses could suddenly become unavailable or the fact finder could react to the evidence  
6 in unforeseen ways – and the benefits of the Settlement become all the more apparent.

7 Finally, significant weight should be attributed to the belief of experienced counsel that  
8 settlement is in the best interest of those affected by the settlement. *Officers for Justice*, 688 F.2d at  
9 625. McAfee, Plaintiffs, and the counsel for each, have independently considered the Settlement and  
10 all agree that it is in the best interests of McAfee and its stockholders. Robel Decl., ¶¶6, 13. Here,  
11 counsel for Federal Plaintiffs not only have extensive experience in the area of shareholder  
12 representative litigation, but have been at the forefront of investigating stock option abuses and are  
13 involved in the prosecution of numerous actions on behalf of shareholders alleging stock option  
14 abuses in courts nationwide. *See, e.g., Juniper Networks*, slip op; *Activision*, slip op.; *In re Apple*  
15 *Computer, Inc., Derivative Litig.*, No. CV-06-04128-JF, slip op. (N.D. Cal. Nov. 2, 2006); *Alaska*  
16 *Hotel & Rest. Employees Pension Trust Fund v. Sehat Sutardja*, No. C-06-03894-RMW, slip op.  
17 (N.D. Cal. Aug. 17, 2006). Light Decl., Exs. A-D. As a result of counsel's unparalleled experience  
18 in these types of cases, counsel for Federal Plaintiffs have a unique insight into the legal and factual  
19 issues presented. Here, counsel used that expertise and experience to effectively and efficiently  
20 prosecute the Actions and reach an excellent result for McAfee and its shareholders. Finally, the  
21 assistance of a neutral, well respected mediator, Judge Phillips, also assured a sound result for  
22 McAfee and its shareholders.

23 Moreover, the agreed-to amount of attorneys' fees to be paid to Plaintiffs' Counsel by  
24 McAfee is reasonable. In recognition of the substantial benefits bestowed upon McAfee as a result  
25 of Plaintiffs' Counsel's efforts, McAfee, acting through its Board of Directors, has agreed to pay and  
26 counsel have agreed to accept \$13.75 million in attorneys' fees and expenses to Plaintiffs' Counsel.  
27 The United States Supreme Court has endorsed this type of consensual resolution of attorneys' fees  
28 issues in these kinds of cases as the ideal toward which litigants should strive. *Hensley v. Eckerhart*,

461 U.S. 424, 437, 103 S. Ct. 1933, 1941 (1983) (“A request for attorney’s fees should not result in a second major litigation. Ideally, of course, litigants will settle the amount of a fee.”). Moreover, where there is no evidence of collusion and no detriment to the parties, the court should give “substantial weight to a negotiated fee amount.” *Ingram v. Coca-Cola Co.*, 200 F.R.D. 685, 695 (N.D. Ga. 2001).

Here, Plaintiffs’ Counsel and McAfee agreed to an attorneys’ fee to be paid to Plaintiffs’ Counsel after the principal terms of the Settlement were agreed upon. Moreover, Judge Phillips oversaw these arm’s-length negotiations, which resulted in an expense provision that is within the range of agreed fees paid in other derivative cases.<sup>6</sup>

## VI. PROPOSED SCHEDULE OF EVENTS

In connection with preliminary approval of the Settlement, the parties are requesting the Court to establish dates by which notice of the Settlement will be distributed to McAfee shareholders, dates by which McAfee shareholders may comment on the Settlement, and a Settlement Hearing. As set forth in the [Proposed] Order Preliminarily Approving Derivative Settlement and Providing for Notice (“Notice Order”), submitted herewith, the parties propose the following:

Summary Notice published in <i>Investor’s Business Daily</i> (“Notice Date”)	10 days after Court enters order preliminarily approving Settlement (“Notice Date”)
Filing of Notice of Proposed Settlement via a Form 8-K with the SEC	10 days after Notice Date
Last day for McAfee shareholders to comment on the Settlement	14 days prior to the Settlement Hearing

<sup>6</sup> See, e.g., *Esther Sadowsky Testamentary Trust v. Brendsel*, No. MDL 1584, slip op. (S.D.N.Y. Jan. 8, 2007) (awarding fees of \$15.25); *City of Pontiac Gen. Employees’ Ret. Sys. v. Langone*, No. 2006-cv-122302, slip op. at ¶16 (Fulton County Ga. June 10, 2008) (awarding \$14.5 million in fees in connection with settlement of options backdating allegations); *In re BP P.L.C. Derivative Litig.*, No. 3AN-06-11929CL, slip op. (3d Judicial Dist. Anchorage Alaska May 7, 2008) (awarding \$12.19 million in fees); *Activision*, slip op. (awarding \$10.75 million fee in connection with settlement of options backdating allegations). Light Decl., Exs. E-G, B.

1 In addition, the parties propose that the Settlement Hearing be scheduled 45 days after the  
2 Notice Date. The Settlement Hearing date can be inserted in ¶2 of the Notice Order by the Court.  
3 This schedule is similar to those used in numerous derivative and class action settlements and  
4 provides due process to McAfee shareholders with respect to their rights concerning the Settlement.  
5 *See, e.g., Juniper Networks*, slip op. at 3; *In re Activision, Inc. S'holder Derivative Litig.*, No. CV-  
6 06-04771-MRP(JTLx), slip op. at 2 (C.D. Cal. May 13, 2008); *In re Apple Inc. Derivative Litig.*, No.  
7 C-06-04128-JF, slip op. at 2 (N.D. Cal. Sept. 8, 2008). Light Decl., Exs. A, H-I.

8 **VII. CONCLUSION**

9 The Settlement achieved is an excellent result in light of the risks and delays inherent in the  
10 litigation and the complexity and expense if the case proceeded to trial, and in fact constitutes one of  
11 the strongest and most comprehensive settlements of its kind to date. Accordingly, Federal Plaintiffs  
12 and their counsel respectfully submit that the Settlement is fair, reasonable and adequate and should  
13 be preliminarily approved.

14 DATED: October 1, 2008

Respectfully submitted,

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CERTIFICATE OF SERVICE

I hereby certify that on October 1, 2008, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the e-mail addresses denoted on the attached Electronic Mail Notice List, and I hereby certify that I have mailed the foregoing document or paper via the United States Postal Service to the non-CM/ECF participants indicated on the attached Manual Notice List.

I certify under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on October 1, 2008.

s/ Jeffrey D. Light  
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## Mailing Information for a Case 5:06-cv-03484-JF

### Electronic Mail Notice List

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